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In Pro Per

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

RANDY CHAPEL, CAROL NYE-  
WILSON, DALE WILSON,

Plaintiffs,

vs.

UNITED STATES DEPARTMENT OF  
EDUCATION,

Defendant.

CASE NO.

**CV 12-01919**

**COMPLAINT FOR DECLARATORY AND  
INJUNCTIVE RELIEF**

Plaintiff brings this action for declaratory and injunction relief, alleging as follows:

**INTRODUCTION**

1. This is an action under the Freedom of Information Act (hereinafter "FOIA"), 5 U.S.C. § 552, et seq. This action concerns the public's right to discover information held by the government and investigate that information in order to understand how the government spends the taxpayer's money to enforce, or in this case, not enforce federal regulations such as 34 CFR PART 602, violations of FERPA under 20 U.S.C. § 1232g; 34 CFR Part 99, Section 504 of the Rehabilitation Act of 1973 misrepresentations, felony backdating and regulations about whistleblowers who expose academic fraud. The records sought will be published on several websites, including [www.educationalfraud.com](http://www.educationalfraud.com) and produced to the public media in order to inform America about how the government covers for Margaret Spellings and the Republican

1 administration using hard-earned tax dollars to cover up education fraud that harmed a student and  
2 destroyed his family—and affected every student and family across America.

3 2. This action has been brought due to the failure and willful disobedience by the  
4 Defendant, U.S. Department of Education (hereinafter “USDE”), regarding 5 U.S.C. § 552 that  
5 requires USDE to produce records that Plaintiffs, Randy Chapel, Carol Nye-Wilson and Dale  
6 Wilson, requested. This action is brought against USDE for its failure to reply to the Plaintiffs’  
7 communications and failed to perform basic due diligence according to the FOIA concerning  
8 Plaintiffs’ requests.

9 a. As of April 17, 2012, Plaintiffs have received no records even though the statutory  
10 period for response has expired – let alone has Defendant justified any lawful basis for  
11 withholding records from Plaintiffs.

12 b. Under 5 U.S.C. § 552(a)(6)(C)(i), Plaintiffs are considered to have exhausted their  
13 administrative remedies.

14 c. Through their failure to timely respond, USDE’s employees, each of them  
15 individually and collectively have withheld records and denied Plaintiffs’ FOIA request.

16 d. USDE along with its employees have wrongfully withheld the requested records  
17 from Plaintiffs and shall continue to withhold requested records with ever increasing tortuous acts.

18 3. This action is brought against USDE for failing to produce requested records when  
19 it clearly knows it should produce them.

20 4. This action is brought against the USDE for its failure and outright disobedience to  
21 produce requested records even after Plaintiffs notified the USDE concerning the location  
22 WHERE to find the records and WHO has access to the records. Plaintiffs have given USDE an  
23 overwhelming opportunity to exercise discretion and expertise in producing the records Plaintiffs’  
24 requested in a sincere attempt to avoid having to resort to this federal judicial relief.

25 5. This action seeks an order declaring that the USDE and USDE employees acted  
26 illegally by failing to timely respond to Plaintiffs’ requests for records, and an order for the USDE  
27 to obey the FOIA and immediately provide the information requested by the Plaintiffs.

28 6. The USDE has yet to make an initial determination whether it will comply with the  
request or even to identify a date by which it will make any determinations, and when Plaintiffs  
can expect all records to be produced. According to known liar James Scharf, he claimed  
Defendants would produce the records on or by April 17, 2012. That did not happen.

17 10. Plaintiff Randy Chapel (“Randy”) is an individual residing in Santa Cruz County  
18 and is located within the district in which this action is being filed, and is within this district where  
the major underlying issues of this case occurred.

11. Plaintiff Carol Nye-Wilson (“Carol”) and Plaintiff Dale Wilson (“Dale”) are individuals who maintain business activity in Santa Cruz County at 610 West Dr. Boulder Creek, CA, which is located within the district in which this action is filed, and it is within this district where the major underlying issues of this case occurred.

12. Defendant, U.S. Department of Education is an agency of the United States of America, established by statute, and charged with responsibility for, *inter alia*, the administration of federal programs, statutes and regulations concerning the education of citizens of the United States of America. The USDE has possession of the records and writings that are the subject matter of the present litigation.

## 28

## Background

a. ¶ 1(a) \$300,000 for Randy, nothing for Carol, with \$275,000 only paid.

b. Western and its insurance companies placed \$300,000 into escrow to settle against Western, Tuck, Korch, Ruark, then Western/attorneys took \$25,000 of the w and paid off Korch. Everyone, but Randy, Carol and William Dresser knew of Korch, until May 2008, when Randy demanded copies of the mediator's case file. It Plaintiffs learned that not only had Korch been secretly paid off, but that Randy was e mediator Superior Court Judge Leonard Sprinkles (Ret) (SB#58369) to pay for tion with Western Seminary! The mediator's wife was a law partner with Korch's a McPharlin (SB#71917), the creator of and guardian over the settlement agreement identity. Defendant became aware of this debauchery in late May 2008, and ATS it in 2009 by Plaintiff Wilson and Chapel (NWCCU/ATS were already onboard o cover things up for Western back in 2006). Randy demanded a refund of his from the mediator Sprinkles in writing, who had been told before mediation that

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COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

1 Randy would not agree to any payment or benefit for Korch in a settlement agreement. It was  
 2 Korch who made various demands that it be Randy who should pay Korch because Korch had  
 3 been outed for being a sexual pervert whose sexual misconduct was with a minor in his locked  
 4 church office when he was a married youth director attending BIOLA. Defendants, their  
 5 attorneys, the insurance companies and the mediator hid the pay off for Korch, knowing that  
 6 Randy would become enraged and would not have signed the Agreement. In 2008, Sprinkles  
 7 refused to refund Randy's payment even though he had promised neutrality and failed. Korch  
 8 claimed under testimony he did not know how he got the \$25,000. With the exception of the  
 9 unwritten agreement and how Korch got his money, all of this is in testimony and documented  
 10 evidence – evidence Western, Ruark, Tuck and Korch want silenced from everyone, including  
 11 their charitable donors and Defendant.

11 c. ¶ 1(d) "Subject to paragraph 11 below PLAINTIFF [Randy] will be  
 12 permitted to continue in the SCHOOL's M.Div. program and **to receive that degree upon**  
 13 **substantial compliance with this Agreement** and successful completion of the twelve (12) units  
 14 of independent study and/or External Education courses given by the SCHOOL and required for  
 15 completion of degree studies, all of which course work shall be proctored by Dr. M. James  
 16 Sawyer." (Emphasis Bold) In order for Randy to recover his 81 accumulated credits he previously  
 17 paid for and earned, and earn any future education at Western, he was required to substantially  
 18 comply with all the requirements of the Agreement noted below. In order for Randy to earn a  
 19 Master of Divinity degree (M.Div.) and to then enter into a Master of Theology degree program  
 20 and to receive a Th.M. degree,<sup>2</sup> he was required to substantially comply with all the requirements  
 21 of the agreement noted below. ATS has no problem with any of the requirements listed below and  
 22 claims those requirements are found in Western's catalog. NWCCU made up claims in order to  
 23 cover for Western. In both cases, Nancy C. Regan took the statements by ATS and NWCCU and  
 24 claimed that the government had no problem with any the requirements. The degree requirements  
 25 below for "*substantial compliance with this Agreement*" are not within any of the Western's  
 26 catalogs or handbooks dated 1998 – 2012. The requirements include the following:

27 i. ¶ 8 "Non-Disparagement/Non-Disclosure/Non-Interference"  
 28 required "substantial compliance with this Agreement" by Randy and Carol in order for Randy to  
 29 earn two masters degrees, to retain his 81 accumulated masters-level credits he previously paid

1 for, and to receive his education and the benefits of his education. Randy and Carol could not  
 2 disparage, disclose, or interfere with anything concerning Western Seminary, Steve Korch, Gary  
 3 Tuck and Lynn Ruark. President Bert Downs testified even though Carol was not part of the  
 4 lawsuit, she was a very necessary part of settlement. Carol is also barred in the same fashion as  
 5 Randy, and unless Carol entered the Agreement, Randy could not retain his 81 accumulated  
 6 credits he previously paid for or take any further education. This was acceptable by two  
 7 accreditors representing students and their families in 39 states, District of Columbia, Puerto Rico,  
 8 and the sovereign country of Canada. Because it was acceptable to NWCCU and ATS, the  
 9 Republican Margaret Spellings administration went along with it.<sup>3</sup> The Obama, Holder, Duncan  
 10 administrations currently are enforcing the position taken by the Republican Margaret Spellings  
 11 administration in 2008.

11 ii. ¶ 9 “Confidentiality” was required by “substantial compliance with  
 12 this Agreement” in order for Randy to earn two masters degrees, to retain 81 accumulated masters-  
 13 level credits he previously paid for, and to receive his education and the benefits of his education.  
 14 Randy and Carol could not disclose anything about Western Seminary, Steve Korch, Gary Tuck  
 15 and Lynn Ruark. Paragraph 9(g) required Carol to destroy all of her intellectual property—  
 16 research, surveys, interviews, declarations by Korch’s victim, government responses, deposition  
 17 testimonies, complaint letters, and evidence of Western’s unlawfulness and Korch’s concealment  
 18 from and misrepresentations about his sexual misconduct to each church employer since his  
 19 misconduct up to and beyond his employment with Western Seminary—within 3 computers and  
 20 approximately 40 boxes of records. President Bert Downs testified even though Carol was not part  
 21 of the lawsuit, she was a very necessary part of settlement. Unless Carol entered the Agreement,  
 22 Randy could not retain his 81 accumulated masters-level credits he previously paid for or take  
 23 more education. This was acceptable by two accreditors representing students and their families  
 24 in 39 states, District of Columbia, Puerto Rico, and the sovereign country of Canada. Because it  
 25 was acceptable to NWCCU and ATS, the Republican Margaret Spellings administration went  
 26 along with it. The Obama, Holder, Duncan administrations currently are enforcing the position  
 27 taken by the Republican Margaret Spellings administration in 2008.

26 <sup>2</sup> For now, we are skipping the issues raised in the Th.M. education as being void and against previous requirements for Th.M. and State  
 27 authorization. According to President Randy Roberts testimony in 2008, the Th.M requirements *do not* meet the ATS degree standards. We will  
 28 get into this later.

<sup>3</sup> Defendant was involved in the authoring and editing of the NWCCU statement to be used by the Defendant against Plaintiffs.



iii. ¶ 10 “Additional Disclosures” was required by “substantial compliance with this Agreement” in order for Randy to earn two masters degrees, to retain 81 accumulated masters-level credits he previously paid for, and to receive his education and the benefits of his education. Randy and Carol could not disclose anything concerning Western Seminary, Steve Korch, Gary Tuck and Lynn Ruark. Randy and Carol could only make specific statements found in this paragraph as demanded by Western Seminary, Steve Korch, Gary Tuck and Lynn Ruark. President Bert Downs testified even though Carol was not part of the lawsuit, she was a very necessary part of settlement. Carol is also barred in the same fashion as Randy and unless Carol entered the Agreement, Randy could not retain his 81 accumulated credits he previously paid for or take any further education. This was acceptable by two accreditors representing students and their families in 39 states, District of Columbia, Puerto Rico, and the sovereign country of Canada. Because it was acceptable to NWCCU and ATS, the Republican Margaret Spellings administration went along with it. The Obama, Holder, Duncan administrations currently are enforcing the position taken by the Republican Margaret Spellings administration in 2008.

iv. ¶ 11 “Disputes” was a requirement for the “substantial compliance with this Agreement” in order for Randy to earn two masters degrees, to retain 81 accumulated masters-level credits he previously paid for, or receive his education and the benefits of his education. Randy had to agree to arbitration (11(a), liquidated damages (11(a)(ii)), and threats of financial vengeance between \$10,000 - \$100,000 against Randy and Carol that Randal Roberts concealed from ATS/COA Jeremiah McCarthy on December 8, 2006 in his letter of willful misrepresentations that ATS/COA included as suitable to the ASL, Carol Griffiths, on February 26, 2008, “Tab 5” for the USDE federal investigation. Western Seminary, Gary Tuck, Lynn Ruark and Steve Korch attempted to require Carol to arbitrate, and failed. Due to Western’s loss, Carol was able to work her case to seek the information Western Seminary, Gary Tuck, Lynn Ruark and Steve Korch intended the Agreement to conceal, and they shrewdly fought against every discovery. President Bert Downs testified even though Carol was not part of the lawsuit, she was a very necessary part of settlement. Western threatened financial vengeance against Carol and Randy by liquidated damages, and unless Carol was entered into the Agreement, Randy could not retain his 81 accumulated credits he previously paid for or take any further education. The liquidated damages threatened *only* Randy and Carol, with none for Western Seminary et al, as McPharlin created it one-sidedly. This was acceptable by two accreditors representing students

1 and their families in 39 states, District of Columbia, Puerto Rico, and the sovereign country of  
 2 Canada. Because it was acceptable to NWCCU and ATS, the Republican Margaret Spellings  
 3 administration went along with it. The Obama, Holder, Duncan administrations currently are  
 4 enforcing the position taken by the Republican Margaret Spellings administration in 2008.

5 v. ¶ 12 "Tax Consequences" was required by "substantial compliance  
 6 with this Agreement" in order for Randy to earn two masters degrees, to retain 81 accumulated  
 7 masters-level credits he previously paid for, and to receive his education and its benefits. Due to  
 8 "gags" on Randy and Carol, Western prevented them from filing complaints to IRS or CA FTB  
 9 about the \$25,000 tax free "excess benefit" for Steve Korch in violation of Tax code that was paid  
 10 under the table without any written agreement according to Korch's deposition testimony made  
 11 under penalty of perjury. The tax consequences only applied to Randy. This was acceptable by  
 12 two accreditors representing students and their families in 39 states, District of Columbia, Puerto  
 13 Rico, and the sovereign country of Canada. Because it was acceptable to NWCCU and ATS, the  
 14 Republican Margaret Spellings administration went along with it. The Obama, Holder, Duncan  
 15 administrations currently are enforcing the position taken by the Republican Margaret Spellings  
 16 administration in 2008.

17 vi. ¶ 13 "Costs" required "substantial compliance with this Agreement"  
 18 in order for Randy to earn two masters degrees, to retain 81 accumulated masters-level credits, and  
 19 to receive his education and its benefits. Randy was required to pay his own costs and fees, while  
 20 Korch never paid for any costs, because his attorney, Linda McPharlin, wrote most of the  
 21 settlement agreement and made extortionist threats against Randy and Carol. McPharlin was  
 22 business partners with the wife of the mediator who negotiated the settlement agreement, and the  
 23 mediator and all of Western's people, attorneys, and insurance agents all knew before they signed  
 24 the agreement that "costs" was about the under the table excess benefit of \$25,000 secretly paid  
 25 for Korch and his attorney before they signed the agreement and before they had Randy and Carol  
 26 sign it without informed consent about the premeditated contract fraud that Western's attorney,  
 27 Sam Phillips (SB#127793), fought to conceal. Randy later learned that he had actually paid  
 28 Korch's mediation costs and for Korch's attorney who repeatedly and unethically threatened  
 Randy on behalf of Western and Korch. Western Seminary, Steve Korch, Gary Tuck and Lynn  
 Ruark defrauded Randy and Carol for the "costs" required by the fraudulent agreement requiring  
 "substantial compliance" in order for Randy to finish two masters degree programs. Neither  
 Randy nor Carol would have signed the agreement had they known of Western's pre-meditated



1 fraud and Korch's under-the-table excess benefit at Randy's and Carol's expense. Dresser noted  
 2 no agreement would be made prior to March 14, 2006 that included any money to Korch. Because  
 3 of this, Western, Korch, Tuck, Ruark, their various attorneys, their insurance carriers and the  
 4 mediator all covered this up from Randy, Carol and Bill Dresser. This was acceptable by two  
 5 accreditors representing students and their families in 39 states, District of Columbia, Puerto Rico,  
 6 and the sovereign country of Canada. Because it was acceptable to NWCCU and ATS, the  
 7 Republican Margaret Spellings administration went along with it. The Obama, Holder, Duncan  
 8 administrations currently are enforcing the position taken by the Republican Margaret Spellings  
 9 administration in 2008.

10                 vii.     ¶ 14 "Administrative Claims" required "substantial compliance with  
 11 this Agreement" in order for Randy to earn two masters degrees, to retain 81 accumulated credits  
 12 in order to receive his education and its benefits. Randy and Carol could not file complaints to the  
 13 government or accreditors about anything concerning Western Seminary, Steve Korch, Gary Tuck,  
 14 Lynn Ruark, and others or the Settlement Agreement and Mutual Release. Gary Tuck's son, Matt  
 15 Tuck was included in this paragraph due to Randy's complaint in 2005 to OCR concerning  
 16 Section 504 non-compliance by Western and the Tucks he reported to Sawyer in 2001 and  
 17 questioned. Gary Tuck claimed in 2010 to not know why concealing Matt's involvement was  
 18 included into the agreement he signed in 2006, after OCR's federal investigation involving Gary  
 19 Tuck and his son was a genesis of issues dating back to September 2001! President Bert Downs  
 20 testified even though Carol was not part of the lawsuit, she was a very necessary part of  
 21 settlement. Unless Carol was included in the Agreement, Randy could not retain his 81  
 22 accumulated credits or finish his degrees. This was acceptable by two accreditors representing  
 23 students and their families in 39 states, District of Columbia, Puerto Rico, and the sovereign  
 24 country of Canada. Because it was acceptable to NWCCU and ATS, the Republican Margaret  
 25 Spellings administration went along with it. The Obama, Holder, Duncan administrations  
 26 currently are enforcing the position taken by the Republican Margaret Spellings administration in  
 27 2008.

28                 viii.    ¶ 15 "No Cooperation" required "substantial compliance with this  
 Agreement" in order for Randy to earn two masters degrees, to retain 81 accumulated masters-  
 level credits, or receive his education and its benefits. Randy and Carol were required to not  
 "counsel or assist any other person or entities in the presentation or prosecution of any dispute,  
 difference, grievance, claims, charges, or complaints against a party to this Agreement." This

1 included Randy and Carol could not help each other, other students or Defendant. President Bert  
 2 Downs testified even though Carol was not part of the lawsuit, she was a very necessary part of  
 3 settlement. Unless Carol entered the Agreement, Randy could not retain his previously earned 81  
 4 accumulated credits or finish his education. This was acceptable by two accreditors representing  
 5 students and their families in 39 states, District of Columbia, Puerto Rico, and the sovereign  
 6 country of Canada. Because it was acceptable to NWCCU and ATS, the Republican Margaret  
 7 Spellings administration went along with it. The Obama, Holder, Duncan administrations  
 8 currently are enforcing the position taken by the Republican Margaret Spellings administration in  
 2008.

9 ix. ¶ 17 “Authority” required “substantial compliance with this  
 10 Agreement” in order for Randy to earn two masters degrees, to retain 81 accumulated masters-  
 11 level credits, and to receive his education and its benefits. In 2006, Western Seminary, Steve  
 12 Korch, Gary Tuck, Lynn Ruark claimed to have authority to enforce and enter into the  
 13 Agreement—to circumvent the U.S. Constitution, the State Constitution, federal laws, state laws,  
 14 decisional cases, and public policies. All Agreement demands are granted through ATS as  
 15 “exceptions” to the U.S. Constitution, to the State Constitution, to state and federal law, to  
 16 decisional cases, and to public policies. The Defendant condoned ATS’ judgment of the  
 17 Agreement requirements that set a precedent for “exceptions” that any of the 253 ATS schools  
 18 found in 35 states, the District of Columbia, Puerto Rico, and the sovereign country of Canada can  
 19 now invoke upon any student and any family member. This was acceptable by two accreditors  
 20 representing students and their families in 39 states, District of Columbia, Puerto Rico, and the  
 21 sovereign country of Canada. Because it was acceptable to NWCCU and ATS, the Republican  
 22 Margaret Spellings administration went along with it. The Obama, Holder, Duncan  
 23 administrations currently are enforcing the position taken by the Republican Margaret Spellings  
 24 administration in 2008.

25 15. Due to provocations by Western Seminary, Randy Roberts, Bert Downs and Rob  
 26 Wiggins against Randy shortly after the March 14, 2006 Settlement Agreement and Mutual  
 27 Release was signed, Randy had to rehire Bill Dresser for help. Questions about the Agreement  
 28 arose that Western Seminary, Randy Roberts, Bert Downs and Rob Wiggins could not answer, and  
 on September 15, 2006, Bert Downs and Randy Roberts solicited help and cover from NWCCU  
 and ATS. NWCCU and ATS both agreed to help Western, which involved scuttling two civil  
 cases and the federal investigation. Western was unable to resolve questions about the academics

1 in the Agreement when disputes spiraled out of control, causing a second and third lawsuit (Carol  
2 Nye-Wilson). Hundreds of thousands of dollars were spent in order to learn the following:

3 a. ¶ 8, 9, 10, 11, 14, 15, 17 of the Agreement violated Randy's and Carol's  
4 protected First Amendment Rights as Plaintiffs learned in 2012 school's don't have authority over.

5 b. ¶ 8, 9, 10, 11, 14, 15, 17 of the Agreement violated the California  
6 Constitution to which ¶ 19 gave authority to oversee the agreement as learned in 2012.

7 c. ¶ 8, 9, 10, 11, 14, 15, 17, 1(d), 1(e), and page one of the Agreement violate  
8 the requirements set forth in the statutory language of the Private Postsecondary and Vocational  
9 Education Reform Act of 1989 that authorized Western's business in the state of California. In  
10 2010 Bert Downs testified the school had no waiver for the Act in 2006 or for ATS' Standard 2  
11 requiring law compliance. [ATS General Institutional Standard 2.2 "With regard to state,  
12 provincial, and federal authorities, schools shall conduct their operations in compliance with all  
13 applicable laws and regulations."]

14 d. ¶ 8, 9, 10, 11, 14, 15, 17 violates the decisional case *People v. Corinthian*  
15 *Schools, Inc. Los Angeles County Superior Court Case No. BC374999* for settlement agreements  
16 demanding students and third parties to pay liquidated damages or for filing complaints to the  
17 government about the school's unlawful conduct as learned in 2010.

18 e. ¶ 8, 9, 10, 11, 14, 15, 17 violates Business and Professions Code § 17200  
19 (Unfair Competition) per the California State Attorney General, Business and Professions Code §  
20 480 (deception and fraud), and Business and professions Code § 6068 (support Constitution and  
21 laws; give only lawful counsel). See *People v. Corinthian Schools, Inc. Los Angeles County*  
22 *Superior Court Case No. BC374999* as learned in 2010.

23 f. ¶ 8, 9, 10, 11, 14, 15, 17 – the well vetted decisional case *Mary R. v. B. & R.*  
24 *Corp.*, 149 Cal. App. 3d 308 (1983), the Court of Appeal considered whether a stipulated  
25 confidentiality order that was entered into in settlement of litigation was against public policy. The  
26 confidentiality order (like the settlement agreement Margret Spellings and her staff reviewed and  
27 claimed they have no problem with as a means to earn an education and receive theology and  
28 divinity degrees) prevented the parties and their agents from discussing that a marriage and family  
counselor between 1975 and 1976 had repeatedly sexually molested a minor. *Id.* at 313. The Court  
of Appeal found that the order barred disclosure of "*a serious breach of professional conduct*" and  
"*serious criminal acts.*" *Id.* at 315. As such, it determined that "[t]he stipulated order of  
confidentiality is contrary to public policy, contrary to the ideal that full and impartial justice shall

1 be secured in every matter and designed to secrete the evidence in the case from the ... public ..."  
 2 *Id.* at 316. Because the "contract [was] made in violation of established public policy, the Court of  
 3 Appeal struck the order of confidentiality. *Id.* at 317. The facts of Plaintiffs' agreement are almost  
 4 identical to those in *Mary R.* in that the parties here likewise entered into a settlement contract  
 5 designed to cover up Korch's molestation of a child and the knowledge of the school's  
 6 administration when this came to light. As demonstrated by *Mary R.*, the Settlement Agreement  
 7 and Mutual Release is the only basis for Randy's education and it is repugnant to the public  
 8 interest, which required Carol to enter into as well. Indeed, the public interest militates even more  
 9 strongly in this case than it did in *Mary R.* in favor of rescinding the award and agreement, since  
 10 the award and agreement cover up a defendant's sexual abuse of a child. In Feb, 2010, after  
 11 Plaintiffs learned about *Mary R.*, and applied it as case law, then Korch, Tuck, Ruark, Western,  
 12 and their attorneys got hit with a \$1925 judgment by the Court for covering up molestation of a  
 13 minor by Korch by claiming that conduct is acceptable in other countries and should be acceptable  
 14 here, and also attempting to cover up Korch's statements of admission at a men's retreat in  
 15 Oregon. *Mary R.*, was used and has been used ever since against Korch and company.

16 g. ¶ 8, 9, 10, 11, 14, 15, 17 unconscionably interfere with Randy's and Carol's  
 17 First Amendment right to petition the government for redress of grievances. These paragraphs  
 18 also improperly interfere with Randy's and Carol's right protected by article I, section 3 of the  
 19 California Constitution. *See Balboa Island Village Inn, Inc. v. Lemen*, 40 Cal. 4th 1141, 1160  
 20 (2007) (finding an injunction was overbroad as it prevented the plaintiff from presenting her  
 21 grievances to government officials, and noting that "[t]he right to petition the government for  
 22 redress of grievances is 'among the most precious of the liberties safeguarded by the Bill of  
 23 Rights.'"); Business and Professions Code § 480 (deception and fraud), and Business and  
 24 professions Code § 6068 (support Constitution and laws; give only lawful counsel).

25 16. From 2006 forward, ATS worked with Western (according to the U.S. Department  
 26 of Education's records now produced due to the previous FOIAs lawsuits filed) to undermine  
 27 Plaintiffs' two civil cases, and the federal investigation at the expressed request and solicitations  
 28 of Bert Downs and Randy Roberts of Western Seminary, and Defendant knew this in 2008. ATS  
 judged nothing was wrong with the requirements in the Agreement, then the U.S. Department of  
 Education condoned that fraud and the Agreement's demands that violate the U.S. Constitution,  
 the State Constitution, state law, federal law, decisional cases, accreditation policies, *Articles of*

1 *Incorporation* of Western, ATS, and NWCCU, and public policy. These unethical and unlawful  
2 demands remain condoned by the Obama, Holder and Duncan administrations to this day.

3 17. Opposing counsel James Scharf has turned all of this around *blaming* the Plaintiffs  
4 as *harassers and abusers of the government* (i.e., United States is being victimized by Plaintiffs),  
5 as Plaintiffs seek records that either should or should not exist based on Defendants' "*claimed*"  
6 conclusions in 2000, 2003, 2005, 2007, 2008, and 2010, and most of all express the "authority"  
7 granted to 253 ATS schools that can now require the above demands upon any one of over 81,000  
8 students and their family members in 35 states, District of Columbia, Puerto Rico, and the  
9 sovereign country of Canada.

10 18. The reality is that the Obama, Holder and Duncan administrations will weather this  
11 scandal no matter what Fox News trumps up due to the Plaintiffs going public with everything.  
12 The U.S. Department of Education will not be shutdown, regardless what the Republicans claim.  
13 Arne Duncan will not be called to resign, even though some will call for his resignation over  
14 allowing this to go this far. Jobs for Nancy C. Regan and Chuck Mula, etc. will not be terminated.  
15 Margaret Spellings and Cheryl Oldham will continue as lobbyist for evil and abusive schools that  
16 routinely exploit students and their families. Government will not fail because it condoned  
17 unlawful acts against students and families. However, Randy's life, the life of his little son Joel,  
18 the life of his ex-wife Susan, the lives of family members in the US and UK, including the  
19 Allisters and Plaintiffs, have been significantly and negatively impacted by Defendants condoning  
20 unlawfulness, and it will remain that way for the rest of their lives until once and for all the  
21 government fixes what it has done, instead of claiming to be "victimized" by Plaintiffs.

#### 22 **How this became a mess**

23 19. Defendant has already determined that "the Tenth Amendment (1791) of the U.S.  
24 Constitution (1787) states: 'The powers not delegated to the United States by the Constitution, nor  
25 prohibited by it to the States, are reserved to the States respectively, or to the people.'"<sup>4</sup>

26 20. Defendant has already determined that "in order to ensure a basic level of quality,  
27 the practice of voluntary accreditation arose in the United States as a means of conducting  
28 nongovernmental, peer evaluation of educational institutions and programs. The entities that  
conduct accreditation are associations of higher education institutions and academic specialists.

<sup>4</sup> U.S. Department of Education, International Affairs Staff, *Education in the United States: A Brief Overview*, Washington, D.C., 2005. Page 6.  
Constitution of the United States, which does not mention education, sets forth in Articles I, Sections 8 and 10, and Article II, Section 2 that foreign  
affairs are reserved to the federal government, and in Amendment X of the Bill of Rights that powers not reserved to the federal government, such  
as oversight and administration of education, are reserved to the states and citizens.



1 **These associations define procedures for assessing the quality of institutions and programs**  
 2 **and formally recognize those institutions meeting their standards while withholding or**  
 3 **withdrawing recognition from those that do not.”<sup>5</sup> and “these agencies develop and enforce**  
 4 **standards for institutions and programs.”<sup>6</sup> [emphasis bold]**

5 21. Defendant has already determined that, “the accrediting organizations **develop the**  
 6 **quality standards or criteria for accreditation, develop and manage the accreditation**  
 7 **process, and make the final decision on accreditation.”<sup>7</sup> This is because “accreditation is the**  
 8 **process used in U.S. education to ensure that schools, postsecondary institutions, and other**  
 9 **education providers meet, and maintain, minimum standards of quality and integrity regarding**  
 10 **academics, administration, and related services.”<sup>8</sup> [emphasis bold] Accreditation provides no**  
 11 **legal authority for degree authorization, simply the purported claim to the public of “quality”**  
 12 **oversight. States provide authorization as a precursor to accreditation. States and the PEOPLE**  
 13 **(Congress) write laws within which schools must abide in order to conduct business. Defendant is**  
 14 **aware that NWCCU and ATS require as a matter of accreditation approval that schools will**  
 15 **conduct their operations lawfully as a matter of quality education, and they have made such**  
 16 **claims before Defendant in order to gain and retain recognition. State involvement and**  
 17 **accreditation is a type of education quality assurance to the PEOPLE.**

18 22. Defendant has already determined that *Program* (34 C.F.R. §602.3) “means a  
 19 postsecondary educational program offered by an institution of higher education that leads to an  
 20 academic or professional degree, certificate, or other recognized educational credential.”  
 21 Defendant has already determined that a *Program* (34 C.F.R. §602.3) and complaints regarding a  
 22 *Program* (34 C.F.R. §602.23) and the adherence to Agency standards regarding a *Program* (34  
 23 C.F.R. § 602.20) involves even one program offered to one student.<sup>9</sup> Defendant knows that ATS is  
 24 knowingly & intentionally mangling these legal terms and concepts.

25 <sup>5</sup> Ibid, Page 28

26 <sup>6</sup> U.S. Department of Education, International Affairs Staff, *Accreditation and Quality Assurance: Postsecondary Accreditation*, Washington, D.C.,  
 27 12/2007.

28 <sup>7</sup> “Assuring Quality in Higher Education: Key Issues and Questions for Changing Accreditation in the United States” ed.gov.  
<http://www2.ed.gov/about/bdscomm/list/hiedfuture/reports/schray.pdf> (accessed November 28, 2011).

<sup>8</sup> U.S. Department of Education, U.S. Network for Education Information, *Accreditation and Quality Assurance*, Washington, D.C. 2/21/2008.  
<http://www2.ed.gov/about/offices/list/ous/international/usnei/us/edlite-accreditation.html> (accessed January 30, 2012)

<sup>9</sup> Diane Auer Jones, Letter to Defendant ATS, May 8, 2008. “Where the issues raised by a complaint concerning compliance with Commission standards, and/or whether or not an institution or a program being offered to one or more individuals is accredited by the Commission, we cannot agree that initiation of third party litigation would supercede or toll the requirement that the Commission investigate and resolve the complaint through its complaint procedures, and take action, if appropriate, with respect to the program or institution in question. We note that recognition entails obligations to, among other things, enforce agency standards, make publically available the accreditation status of its institutions and programs, and ensure that public disclosures by institutions and programs of their accreditation status are accurate. 34 C.F.R. §§ 602.20, 602.23 (2007). These obligations cannot be transferred to, or discharged effectively by, third parties or courts in third party litigation. This is so because, among other reasons, issues of accreditation status and of compliance with agency standards are not susceptible to resolution by anyone other than the agency, moreover, from a practical standpoint, litigation can be prolonged.” (Emphasis Bold)

23. Defendant has already determined that Accrediting Agency Evaluation Unit (hereinafter AAEU) “has been established within the Department of Education to deal with accreditation matters. Located in the Office of Postsecondary Education, the Unit carries out the following major functions with respect to accreditation: 1) Conduct a continuous review of standards, policies, procedures, and issues in the area of the Department of Education's interests and responsibilities relative to accreditation; 2) Administer the process whereby accrediting agencies and State approval agencies secure initial and renewed recognition by the Secretary of Education; 3) Serving as the Department's liaison with accrediting agencies and State approval agencies; 4) Providing consultative services to institutions, associations, state agencies, other federal agencies, and Congress regarding accreditation; 5) Interpreting and disseminating policy relative to accreditation issues in the case of all appropriate programs administered by the Department of Education; 6) Conducting and stimulating appropriate research; and 7) Providing support for the Secretary's National Advisory Committee on Institutional Quality and Integrity.”<sup>10</sup>

24. Defendant has already determined that Accrediting Agency Evaluation Unit has problems that date back to 2003 as noted by the Office of Inspector General's Audit, which is on point regarding this case.

25. Defendant has already determined that “accrediting agencies desiring recognition by the Secretary of Education must apply and **demonstrate their compliance with the Criteria for Secretarial Recognition** (34 CFR PART 602 Subpart B). An agency's application for recognition generally consists of a statement of the agency's requested scope of recognition, **evidence of the agency's compliance with the criteria for recognition set forth in part 602**, and supporting documentation.”<sup>11</sup> [emphasis bold] “An agency's application for initial recognition or renewal of recognition consists of a narrative statement, organized on a criterion-by-criterion basis, showing how the agency complies with the Criteria for Recognition. For many recognition requirements, the narrative statement need only consist of a brief narrative demonstrating how that agency complies with a particular requirement. This statement must, however, be accompanied by clearly referenced supporting documentation demonstrating that the agency meets the requirement. For example, §602.15(a)(6) of the regulations requires an agency to have clear and effective controls against conflicts of interest or the appearance of conflicts of interest by the agency's board members, commissioners, evaluation team members, consultants, administrative staff, and other

<sup>10</sup> Defendant. “College Accreditation in the United States—Pg 3” Accessed January 30, 2012. [www2.ed.gov/admins/finaid/accred/accreditation\\_pg3.html](http://www2.ed.gov/admins/finaid/accred/accreditation_pg3.html)

1 agency representatives. The agency's narrative statement addressing this issue might simply be a  
 2 statement that the agency's policies against conflicts of interest may be found in a particular policy  
 3 document. **The agency would have to submit a copy of that document and identify the pages**  
 4 **on which the relevant policies were located.** The agency might also choose to include a copy of  
 5 the minutes of a meeting at which an agency representative abstained from voting because of a  
 6 conflict of interest to demonstrate that it adheres to its written policies.”<sup>12</sup> [emphasis bold]

7 26. Defendant has already determined that “**NACIQI primary function is to provide**  
 8 **recommendations to the Secretary concerning whether accrediting entities’ standards are**  
 9 **sufficiently rigorous** and effective in their application to ensure that the entity is a reliable  
 10 authority regarding the quality of the education or training provided by the institutions or  
 11 programs it accredits. To meet that high standard, **accrediting entities must demonstrate**  
 12 **compliance with all the criteria for recognition.**”<sup>13</sup>

13 27. Defendant has already determined that accreditation agencies are regulated through  
 14 34 C.F.R. PART 602 The Secretary's Recognition of Accrediting Agencies. “The Secretary  
 15 recognizes accrediting agencies to ensure that these agencies are, for the purposes of the Higher  
 16 Education Act of 1965, as amended (HEA),<sup>14</sup> or for other Federal purposes, **reliable authorities**  
 17 **regarding the quality of education or training offered by the institutions or programs they**  
 18 **accredit.**” 34 C.F.R. § 602.1 [Emphasis bold] **ALL** accreditation agencies approved by the  
 19 Secretary must have Organizational and Administrative Requirements §§ 602.14-15; **Required**  
 20 **Standards and Their Application** §§ 602.16-21; **Required Operating Policies and Procedures** §§  
 21 602.22-28. [emphasis bold]

22 28. ATS working with Western Seminary came up with the scam for “*exceptions*” in  
 23 which there was nothing in writing concerning it. Randy covered this in more detail in the  
 24 December 19, 2011 response back to ATS that the Department has a copy of and has been made  
 25 public on [www.educationalfraud.com](http://www.educationalfraud.com). This scam used “*claimed*” non-written, non-published  
 26 policies to trump all written policies of ATS and Western. This was accepted and condoned in  
 27 2008 by the Defendant. It was rejected in 2006-2008 with the American Bar Association case.

28 <sup>11</sup> *ibid.*

<sup>12</sup> *ibid.* This would be the same for 34 C.F.R. §§ 602.20, 602.22, and 602.23

<sup>13</sup> Defendant UNITED STATES. “National Advisory Committee on Institutional Quality and Integrity” Accessed January 30, 2012.  
<http://www2.ed.gov/about/bdscomm/list/naciqi.html>

<sup>14</sup> The Higher Education Act of 1965 was reauthorized in 1968, 1971, 1972, 1976, 1980, 1986, 1992, 1998, and 2008. Current authorization for the  
 programs in the Higher Education Act expires at the end of 2013. Before each reauthorization, Congress amends additional programs, changes the  
 language and policies of existing programs, or makes other changes.

1           29. Randy asked Mr. Mula, **"As ATS has no 'published policies' to support the**  
 2 **various approval claims of the degree in question, am I correct to understand that the degree**  
 3 **is therefore unapproved (i.e., degrees are only considered 'approved' that follow published**  
 4 **policies" and have written documentation at the time backing approval up)?"** and Mr. Mula  
 5 responded on July 21, 2008:

6           "It would be very difficult for a recognized accrediting agency to justify to the  
 7 Department the existence of two approval process for degree programs. One  
 8 published and One unpublished. The Department would be very interested in  
 9 seeing that policy and have the agency explain how the agency applies it. If an  
 10 accredited institution does not follow a recognized accrediting agency's published  
 11 policies for requesting the review and approval of a degree program or the  
 substantive change of a degree program to include its delivery system, than the  
 institution would be out of compliance with the agency's published policies and  
 procedures. Therefore **the Department would expect that the program would**  
 12 **not be approved."** [emphasis bold]

13           30. Mindlessly, and as previously noted by the OIG in 2003 ("AAEU does not contact  
 14 other Department units, state licensing agencies, or other agencies as part of the evaluations.  
 15 Direct contact with these agencies and Departmental units could alert AAEU specialist to  
 16 weaknesses in accreditation standards and the accrediting agency's procedures for monitoring and  
 17 enforcing its standards at accredited institutions."), Defendant failed to consider or ask other  
 18 offices or the State to evaluate the Settlement Agreement and Mutual Release demands. Clearly,  
 19 the Office for Civil Rights and the Family Policy Compliance Office was not consulted as the  
 20 previous production shows. However, according to the Western-ATS scam, a precedent now  
 allows any of the 253 schools to make exceptions that also include "exceptions" to the statutory  
 language of 20 U.S.C. § 1232g; 34 CFR PART 99 or Section 504 of the Rehabilitation Act of  
 1973—which Western continues to enforce with the help of Defendant.

21           31. Even though the Defendant failed to enlist other offices to the task of reviewing the  
 22 demands of the Settlement Agreement and Mutual Release including shockingly bad and  
 23 excessive demands upon Randy's education requirements to retain his 81 accumulated credits and  
 24 any further education, the Defendant was at least aware that the Settlement Agreement and Mutual  
 25 Release was not right as noted on July 29, 2008 by Chuck Mula in how the Department saw the  
 Settlement Agreement's demands:

26           "We do have concerns that the settlement agreement is requiring you to preform  
 27 non accademic task, that the Department considers questionable, in order to recive  
 28 the benefiits of your educational program. We are presently trying to get a decision  
 on the settlement agreement from legal staff, and to determine if we have legal  
 authority to address the settlement agreement in our investagation. If we are given

1 the authority to address it we will. However, right now we are restricted to  
2 addressing the substantive change issues only.”

3 However, while Defendant understood that the degree and educational requirements, as listed  
4 above, were “questionable” to say the least, Defendant condoned it as acceptable as long as ATS  
5 accepted it. ATS declared to Randy and Carol on December 16, 2011, its Commission does not  
6 maintain knowledge, it doesn’t enforce its standards (Standard 2.2) and it doesn’t have (or  
7 purchase) legal expertise. According to Chuck Mula, ATS maintained an “incestuous relationship  
8 with Western Seminary.” This remains acceptable to the Obama, Holder and Duncan  
9 administrations to this day. In fact, at the same time Chuck Mula made Defendant’s claims  
10 concerning the Settlement Agreement’s demands, Mula actually enlisted NWCCU to stamp their  
11 approval of the Settlement Agreement’s demands. NWCCU received a full copy of the  
12 Agreement from Western Seminary as of July 1, 2008, and had ample time to evaluate its  
13 unlawful demands that violate Western’s *Articles of Incorporation* (as well as NWCCU’s and  
14 ATS’s, and the *Mission* statements of the Department and NACIQI for Defendants).

15 32. Finally, Nancy C. Regan would write on Sept 29, 2008 “Those agencies have  
16 determined that nothing excludes the Master of Theology program offered to your client, Mr.  
17 Chapel, by Western Seminary from the accreditation those agencies have granted to that  
18 institution.” Nancy C. Regan’s Sept 29, 2008 letter noted of ATS on August 29, 2008, “**the**  
19 **Commission does not judge that Western Seminary was in violation of Commission**  
20 **standards or procedures with regard to either Mr. Chapel’s complaint or the settlement**  
21 **agreement,”** and “**the degree requirements outlined in the settlement agreement with Mr.**  
22 **Chapel reflect expectations that are essentially similar to the expectations set forth in the**  
23 **Western Seminary’s catalog regarding the Master of Theology program.”** Ms. Regan also  
24 noted “**the Commission’s substantive change policies and procedures do not require an**  
25 **institution to seek pre-approval for individual exceptions granted to general degree**  
26 **requirements.”** Also, the Defendant, including Ms. Regan, was aware at the time that  
27 ATS/Commission did not have a substantive change policy and in fact did not have one for years  
28 prior to 2008. It was only in 2010, that ATS finally published a substantive change policy.

33. Nancy C. Regan’s Sept 29, 2008 letter noted of NWCCU, “**Western Seminary did**  
not violate any Commission policy or standard for accreditation.” Ms. Regan made four other  
claims regarding NWCCU that were also known at the time by Defendant to be lies – lies that  
Defendant helped write.



34. Western is required to maintain its operations in compliance with the law as part of its accreditation, and to operate in California (and Oregon) in order to receive Title IV funds. According to and as concluded by the Defendant in 2008, based on claims by ATS and NWCCU through the efforts of the Defendant, Western and 252 other schools have the authority to make "exception" to the U.S. Constitution, State Constitution, state law, federal law, decisional case and public policy based on Randy's case – using Randy's life and the lives of his family to support fraud on a national scale.

35. At the time of the Nancy C. Regan letters, and according to the production by the Defendant, it was already aware of the Korch molestation and cover up, the tax evasion of \$25,000 under the table, the lack of a ATS 34 C.F.R. § 602.22 policy, schools can't use settlement agreements to cause students to not file complaints with the government, and the ATS-Western scamming with unpublished policies in a relationship Chuck Mula identified as *incestuous* in order to undermine two civil cases and the federal investigation by Defendant.

36. Subsequently, the Office of General Counsel gave direct internal instructions in a *MEMO* produced by Defendant during the con-current FOIA legal cases that directed Defendant's employees to cease any and all communications with Randy Chapel, Carol Nye-Wilson and John Hannon, and to not respond to anything Randy Chapel, Carol Nye-Wilson and John Hannon may say. Due to con-current FOIA lawsuits, Plaintiffs learned of this memo and that conduct by Defendant continues to this present day.

37. As of this date, the Defendant has and continues to enforce the Nancy C. Regan letters of August – September 2008, that condoned the ATS precedent of "exceptions" for 253 member schools with more than 81,0000 students in the U.S. and Canada, ***including 28 schools in California*** who can now enforce the following school conduct:

a. A school has the power to make an "exception" to prevent a student or a family member from filing complaints to the government as a requirement for an educational program, course work, and masters degrees.

b. A school has the power to make "exceptions" requiring educational programs or course work for masters degrees that threaten financial vengeance causing a student or family member to pay liquidated damages for filing complaints to the government or make any statement about the school or school employees.

c. A school has the power to make "exceptions" to gag a student or a family member from notifying the government regarding the school's intentional misrepresentations to

1 the U.S. Department of Education, Office for Civil Rights regarding the school's non-compliance  
 2 with Section 504 during a federal investigation (18 U.S.C. § 1001) as a requirement for degrees,  
 3 educational programs, or course work, even if the school deceptively uses backdated documents  
 4 during a federal investigation to falsely claim it had programs that did not exist (Ca Penal Code §  
 5 134) in order for the school to retain federal funding that requires compliance with federal laws.

6 d. A school has the power to make an "*exception*" as a requirement for  
 7 degrees, or an educational program, or course work that causes a student or a family member to  
 8 pay liquidated damages if the student or a family member is a "whistleblower" telling the  
 9 government about the school's *intentional misrepresentations* during a federal investigation.

10 e. A school has the power to make an "*exception*" as a requirement for  
 11 degrees, or for an educational program, or for course work that prohibits the student or a family  
 12 member from informing the **Internal Revenue Service** or the **California Franchise Tax Board**  
 13 that the non-profit school and its administrators contrived an *unwritten agreement* for one of those  
 14 school administrators to receive a secret excess benefit of \$25,000 that was unreported and under  
 15 the table from the non-profit school's general fund of charitable donations and Title IV funds in  
 16 direct violation of the school's *Articles of Incorporation* without a school committee vote with  
 17 records for approval as IRS requires.

18 f. A school has the power to make an "*exception*" requirement for degrees, or  
 19 an educational program, or course work that gags the student or family member concerning the  
 20 sexual misconduct by a school employee that occurred with a minor.

21 g. A school has the power to make an "*exception*" as a requirement for  
 22 degrees, or for an educational program, or for course work that causes a student or family member  
 23 to not complain to the government about FERPA violations by the school.

24 h. A school has the power to make an "*exception*" as a requirement for  
 25 degrees, or for an educational program, or for course work that silences free speech of a student or  
 26 a family member.

27 i. And more.

28 38. The Republican Margaret Spellings administration accepted these unethical and  
 unlawful requirements for "quality education" in 2008, when she agreed with the Nancy C. Regan  
 letters on August – September 2008. In less than 12 months from those letters, Margaret Spellings  
 (and Cheryl Oldham) became lobbyists for the U.S. Chamber of Commerce, Institute for a  
 Competitive Workforce that is sponsored in part by Corinthian Colleges, Inc – the same group of

1 schools who in 2007 paid a \$6.5 million judgment required by the California Attorney General for  
 2 among other things, using **settlement agreements as vehicles of fraud and abuse against**  
 3 **students and family members.**<sup>15</sup> Ms. Spellings currently is acting as advisor to Mitt Romney's  
 4 campaign for president<sup>16</sup> and would likely be called upon to replace Arne Duncan. Thus, a vote for  
 5 Mitt is a vote to put evil, abusive and corrupt corporations in control of [education in] America.

6 39. For nearly four years, the Obama administration led by Arne Duncan has had to  
 7 deal with Ms. Spellings' need to cover up failures by her administration to not enforce 34 C.F.R.  
 8 PART 602 on ATS, NWCCU and federal laws on Western Seminary to the direct detriment of the  
 9 Plaintiffs. The legacy of the Obama, Holder and Duncan administration is being written by their  
 10 decisions concerning this case. As of the date of this complaint, they are waging a war against  
 11 Plaintiffs having made Plaintiffs out as victimizing the government.

### 12 Requests

13 40. USDE has repeatedly *gamed* Plaintiffs since 2007 through today. At this point, the  
 14 USDE appears to have elevated *gaming* to the level of a sporting event motivated by self-gratified  
 15 amusement at the cost of Plaintiffs and the taxpayers—like the recent GSA and secret service  
 16 scandal.

17 41. On March 15, 2012, Plaintiffs filed a request for records that was given tracking  
 18 No. **12-01028-F**. (Exhibit B). It was received on March 16, 2012.

19 42. On March 18, 2012, Plaintiffs filed a request for records that was given tracking  
 20 No. **12-01033-F**. (Exhibit C). It was received on March 19, 2012. Defendant acknowledged these  
 21 FOIAs on March 21, 2012. The date of receipt is the date of importance.

22 43. Over 20 days has passed since March 19, 2012. The USDE failed to respond as  
 23 required under the FOIA law. One time "forgetting" to timely act on FOIA requests is *chance*  
 24 (Case Nos: 2008cv00498 and 2008cv04982); twice "forgetting" to respond as required on FOIA  
 25 requests is *coincidence* (Case Nos: 2011cv04344 and 2011cv05678); three times of failing to  
 26 provide FOIA responses is *more cover up* by the government and a *pattern to obstruct justice* and  
 27 defrauding the Plaintiffs of life, liberty and the pursuit of happiness – and justice.

28 <sup>15</sup> [http://oag.ca.gov/news/press\\_release?id=1444](http://oag.ca.gov/news/press_release?id=1444) "The complaint alleges that Corinthian engaged in additional unfair, unlawful or fraudulent business acts and practices, including falsifying records provided to the government, offering vocational programs that did not meet the minimum standards for course completion or subsequent employment, and using provisions in settlement agreements that bar former students from revealing anything about their disputes with Corinthian to government authorities."

<sup>16</sup> [http://blogs.edweek.org/edweek/campaign-k-12/2012/03/former\\_secretary\\_of\\_education.html](http://blogs.edweek.org/edweek/campaign-k-12/2012/03/former_secretary_of_education.html)

1        44.     The Plaintiffs provided titles and years of publication (2000, 2005, 2010) for the  
2 requested records in question. Plaintiffs also identified the government employees who would  
3 have access to those requested records in order to facilitate production.

4        45.     The Plaintiffs provided titles of requested records that ATS and NWCCU should  
5 have been made aware of between 2000 to 2010. These could have been on an URL from the  
6 domain "ed.gov" or within writings from USDE in order to make ATS and NWCCU aware of the  
7 "**GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS**" or it's equivalent.

8        46.     The Plaintiffs have directly named and cited statements by USDE employees or  
9 NACIQI committee actions that were acted upon by Defendant against the national accreditation  
10 agency, the American Bar Association, that was publically cited by the press-media.

11       47.     The USDE has made no effort to seek clarification for Plaintiffs' FOIA requests.  
12 The USDE has made no effort to contact Plaintiffs concerning their FOIA requests. According to  
13 the latest version of the USDE records retention policy, the requested records should exist.

14       48.     Plaintiffs have placed the government and USDE employees on notice that under  
15 California law (CA Penal Code §§ 134, 135) they are accountable regarding the following: "Every  
16 person who knowing that any book, paper, record, instrument in writing, or other matter or thing,  
17 is about to be produced in evidence upon any trial, inquiry, or investigation whatever, authorized  
18 by law, willfully destroys or conceals the same, with intent thereby to prevent it from being  
19 produced, is guilty of a misdemeanor;" and "Every person guilty of preparing any false or ante-  
20 dated book, paper, record, instrument in writing, or other matter or thing, with intent to produce it,  
21 or allow it to be produced for any fraudulent or deceitful purpose, as genuine or true, upon any  
22 trial, proceeding, or inquiry whatever, authorized by law, is guilty of felony."

23       49.     Plaintiffs further allege given the subject matters contained within the records  
24 sought by Plaintiffs, the current and former USDE employees are willing to act together, jointly,  
25 to evade production of records to Plaintiffs at all costs, to mangle records and create false paper  
26 trails, to conceal knowledge with the intent to prevent the public and Plaintiffs from knowing the  
27 full extent of the lack of enforcement concerning 34 C.F.R. PART 602 by the USDE, the lack of  
28 enforcement concerning FERPA violations under 20 U.S.C. § 1232g; 34 C.F.R. Part 99, the  
Section 504 fraud, and most importantly, the academic fraud in which the current and former  
USDE employees are involved to the detriment of Plaintiffs.

50.     Plaintiff further alleges given the subject matters contained within the records  
sought by Plaintiffs and the ongoing cover up by the current and former USDE employees, that the

1 government will recklessly and wastefully use limited and hard-earned American tax dollars to  
 2 habitually cover up their negligence of duty and malfeasance instead of quickly and cost-  
 3 efficiently producing the requested records as required under the FOIA. Rather, government will  
 4 continue to fight against Plaintiffs at all costs in order to keep from producing specific records  
 5 Plaintiffs seek to prevent the public from knowing the depths of the government fraud that  
 6 continues to this day by withholding records of evidence from Plaintiffs that Defendants know are  
 7 damaging to them. Plaintiffs further allege the failure to produce records by the USDE will be  
 8 seen unfavorably by the public against the Department and other government officials who are  
 9 aware that the USDE continues to willfully withhold records in order to cover up its negligence of  
 10 duty and malfeasance. Failure to produce records that are on point to various issues will be highly  
 11 unfavorable for the Department and would be construed by the public, by the Court, and by the  
 12 media as a deliberate and willful cover up against the public welfare, since such acts to damage  
 13 such records require forethought.

12 51. Plaintiffs allege the USDE, will perpetrate numerous and unimaginable acts to  
 13 attempt to camouflage its deeds that continue to damage Plaintiffs and those around them at all  
 14 costs. Regardless of Plaintiffs' civil liberties and rights, the USDE is hell-bent to inflict as much  
 15 damage, pain and suffering upon Plaintiffs as possible, and will continue tortuous acts to single  
 16 out Plaintiffs from all other Americans, until it is barred by federal judicial relief and injunction.

17 52. Plaintiffs allege the government is well aware of the damage it has perpetrated  
 18 upon Plaintiffs due to the negligent or wrongful acts or omissions by the scandalous Republican  
 19 Margaret Spellings administration and her unlawful support of Western Seminary, Steve Korch,  
 20 Gary Tuck, Lynn Ruark, Rob Wiggins, Randy Roberts, the board of Western Seminary, ATS, and  
 21 NWCCU since such support dovetails with Margaret Spellings' need to cover up her own  
 22 unlawful and negligent actions that even the White House and Department of Justice know about.

22 53. Plaintiffs allege the government would rather bare its teeth at Plaintiffs rather than  
 23 honestly and forthrightly deal with the mess the USDE caused to Plaintiffs' lives and the lives of  
 24 those who the Plaintiffs dearly love. Plaintiffs note that The White House, Department of Justice,  
 25 Arne Duncan, Chuck Mula, and various other employees of USDE are well aware that the  
 26 educational fraud and negligence by the USDE destructively impacted Randy's marriage.

26 54. Plaintiffs allege the government doesn't care how many people related to Plaintiffs  
 27 are harmed by government negligence, as long as the USDE is permitted to continue its modus  
 28 operandi. The USDE will continue to suppress access to records under the FOIA in order to



1 prevent public knowledge of their unconscionable activities, regardless of how much damage the  
 2 government and the USDE causes Plaintiffs to sustain, and no matter what the cost is to human  
 3 life or to finances.

4 **FIRST CLAIM FOR RELIEF:**  
**VIOLATION OF THE FREEDOM OF INFORMATION ACT**

5 55. Plaintiffs incorporate by reference the allegations of all the foregoing paragraphs as  
 6 if fully set forth herein.

7 56. The USDE has wrongfully withheld agency records requested by Plaintiffs under  
 8 the FOIA and has failed to comply with the statutory time for the processing of the FOIA requests.  
 9 Upon receiving a FOIA request, an agency must determine within twenty court days of the date of  
 10 receipt "whether to comply with such request" and must "immediately notify the person making  
 11 such request of such determination and the reasons therefore, and of the right of such person to  
 12 appeal to the head of the agency any adverse determination." 5 U.S.C. § 552(a)(6)(A)(i).

13 57. Plaintiffs' have exhausted their applicable administrative remedies with respect to  
 14 the USDE's wrongful withholding of the requested records. Plaintiffs are entitled to injunctive  
 15 relief with respect to the release and disclosure of the requested documents because USDE  
 16 continues to improperly withhold agency records in violation of the FOIA. Plaintiffs will suffer  
 17 irreparable injury from illegal withholding of government records by the USDE pertaining to the  
 18 subject of Plaintiffs' FOIA requests for which there is no adequate legal remedy unless the Court  
 19 enters a preliminary and permanent injunction against the USDE, and orders the relief requested  
 20 herein by Plaintiffs.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray that this Court will do the following:

23 A. Order the USDE to make the entire requested records available to Plaintiff free of  
 24 charge due to USDE's willful withholding of records from Plaintiff, as the Court may enjoin an  
 25 agency from withholding agency records and order the production of improperly held agency  
 26 records;

27 B. Enter a preliminary and permanent injunction against the USDE ordering the relief  
 28 requested herein;

C. Declare is it unlawful for the USDE to not release the records requested by  
 Plaintiffs;

1 D. Award Plaintiffs litigation costs and reasonable attorney's fees incurred in this  
2 action pursuant to 5 U.S.C. §§ 552(a)(4)(E) & 552(a)(g)(3)(B), and other applicable law;

3 E. Plaintiffs seek the Court to maintain jurisdiction over this action until, in respect to  
4 the Requests, USDE is in compliance with the FOIA and every order of this Court;

5 F. Order the USDE to stop their ongoing need to continue tortuous actions against  
6 Plaintiffs; and

7 G. Grant such other relief as the Court may deem just and proper.

8 //

9 //

10 //

11 Dated: April 17, 2012

Respectfully submitted,

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28 In Pro Per

# Exhibit A

### SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement"), is entered into by Randy Chapel ("PLAINTIFF") and Western Seminary, an Oregon non-profit corporation ("SCHOOL"), Lynn Ruark, Steve Korch, and Gary Tuck (collectively, with SCHOOL, "DEFENDANTS") and Carol Nye Wilson ("WILSON"). This Agreement shall become effective upon its signature by all parties (the "Effective Date") and receipt of such signatures by Andrew R. Adler, Counsel for DEFENDANTS and by William C. Dresser, counsel for PLAINTIFF.

WHEREAS, PLAINTIFF filed a complaint with the Superior Court of the County of Santa Clara, California against DEFENDANTS arising from his enrollment at the SCHOOL, and seeking damages against DEFENDANTS for his claims, being Case No. 1-03-CV-814749 (the "Action");

WHEREAS, as a result of the Action and PLAINTIFF'S and WILSON'S activities related thereto, DEFENDANTS allege they have been subjected to certain wrongful conduct by PLAINTIFF and WILSON;

WHEREAS, the parties have denied and continue to deny the other parties' allegations and claims, but the parties now desire to settle, fully and finally, any and all disputes between and among them and, in doing so, to support the values they all espouse to hold;

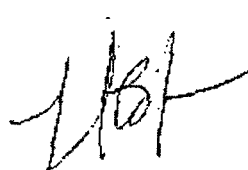
NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Consideration.** In consideration of the execution of this Agreement and the releases, promises, representations, and warranties included herein, the parties agree as follows:

(a) The SCHOOL shall provide to PLAINTIFF the total sum of Three Hundred Thousand Dollars (\$300,00.00) as follows:

(i) Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) within thirty (30) days of the Effective Date;

(ii) Twenty-Five Thousand Dollars (\$25,000.00) within ninety (90) days of PLAINTIFF'S receipt of his Th.M. degree.

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(b) The SCHOOL further agrees that it will waive the fees and costs for the courses PLAINTIFF takes at the SCHOOL.

(c) The parties agree they will mutually waive any sanctions awarded by the court.

(d) Subject to paragraph 11 below, PLAINTIFF will be permitted to continue in the SCHOOL's M.Div. program and to receive that degree upon substantial compliance with this Agreement and successful completion of the twelve (12) units of independent study and/or External Education courses given by the SCHOOL and required for completion of degree studies, all of which course work shall be proctored by Dr. M. James Sawyer.

(e) Subject to paragraph 11 below, PLAINTIFF may also continue in course work for a Th.M. degree, the SCHOOL acknowledging that PLAINTIFF has already received three credits in two courses taken on the Portland campus toward that degree, and further acknowledging that pursuit of the degree by PLAINTIFF would comply with ATS standards under the following circumstances:

- (i) PLAINTIFF takes twelve hours of course work proctored by Dr. M. James Sawyer, consisting of 500-level courses for which 600-level work is required and completed;
- (ii) PLAINTIFF, as provided on page 28 of the 2005-2006 catalogue, Exhibit A hereto, takes six hours of Th.M.-level course work from other degree programs, such as at Fuller, Golden Gate or St. Patrick's;
- (iii) PLAINTIFF completes a thesis project for four hours of credit, to be reviewed by Jeff Hargis and Dr. M. James Sawyer. Should Jeff Hargis be unable or unwilling to do so, the parties agree that his place may be taken by an agreed upon, qualified professor.

## 2. References

(a) The SCHOOL shall maintain, and in appropriate circumstances provide to third parties, PLAINTIFF's transcript in the form attached hereto as Exhibit B, and shall hereafter update that transcript to reflect further classwork. With the exception of that transcript and so-called "directory information," any other materials currently in the SCHOOL's possession concerning PLAINTIFF, if any, including but not limited to employment, educational, medical, psychological, counseling or pastoral records of or concerning PLAINTIFF, shall be destroyed or, at the option of the SCHOOL, kept under seal.

(b) Neither the SCHOOL nor its employees Gary Tuck, Lynn Ruark, Steve Korch, Bert Downs, Rob Wiggins, or Randy Roberts, will act in any way to prevent any professor or administrator who is or was an employee of the SCHOOL from providing a recommendation on behalf of PLAINTIFF for education or employment purposes.



3. **Dismissal with Prejudice.** PLAINTIFF shall deliver to counsel for the DEFENDANTS an executed Request for Dismissal (with prejudice) dismissing with prejudice the Action in its entirety as to all DEFENDANTS, immediately upon receiving DEFENDANTS' executed signature page for this Agreement and receipt of the monetary compensation stated in paragraph 1(a)(i) above.

4. **General Release by PLAINTIFF and WILSON.** PLAINTIFF and WILSON, on behalf of themselves, their respective heirs, estates, executors, administrators, assigns, servants, employers, agents, representatives, attorneys, insurers, predecessors, and successors hereby forever release and fully discharge DEFENDANTS, and each of them, and their respective heirs, estates, executors, administrators, servants, employers, principals, partners, board members, trustees, employees, employers, directors, officers, subsidiaries, affiliates, agents, assigns, representatives, insurers, attorneys, predecessors, and successors (the "SCHOOL Releasees"), from any and all claims, actions, judgments, obligations, damages, demands, debts, liabilities, and causes of action:


(a) that relate in any manner to PLAINTIFF'S tenure at the SCHOOL and the matters referenced in the Action and related thereto, including but not limited to claims for discrimination, harassment, hostile environment, failure to prevent discrimination and/or harassment, breach of contract, breach of the covenant of good faith and fair dealing, assault, battery, breach of fiduciary duty, professional malfeasance, misrepresentation, abuse of process, malicious prosecution, invasion of privacy, interference with contract or prospective economic advantage, defamation, infliction of emotional distress, claims under the Education Code, California Fair Employment Act laws, federal equal employment opportunities laws, federal and state labor statutes and regulations, including but not limited to, the California Fair Employment and Housing Act and the federal Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act of 1967, the California Labor Code and the Fair Labor Standards Act.

(b) of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, which PLAINTIFF and/or WILSON now own or hold against the SCHOOL Releasees, or any of them, or has at any time heretofore owned or held against the SCHOOL Releasees, or any of them;

(c) for violation of the federal or any state constitution; and

(d) for attorney fees and costs.

5. **General Release by DEFENDANTS of PLAINTIFF and WILSON.** DEFENDANTS, on behalf of themselves, their respective heirs, estates, executors, administrators, servants, employers, principals, partners, board members, trustees, employees, employers, directors, officers, subsidiaries, affiliates, agents, assigns, representatives, insurers, attorneys, predecessors, and successors, hereby forever release and fully discharge PLAINTIFF and WILSON, and each of them, and their respective heirs, estates, executors, administrators, assigns, servants, employers, agents, representatives, attorneys, insurers, predecessors, and

  
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successors from any and all claims, actions, judgments, obligations, damages, demands, debts, liabilities, and causes of action:

(a) that relate in any manner to PLAINTIFF'S tenure at the SCHOOL and the matters referenced in the Action and related thereto;

(b) that relate to or in any manner arise from any written or oral statement or publication by PLAINTIFF and/or WILSON made at any time prior to the effective date of this Agreement and regarding DEFENDANTS or any of them;

(c) of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, which DEFENDANTS now own or hold against PLAINTIFF and/or WILSON, or have at any time heretofore owned or held against PLAINTIFF and/or WILSON; and

(d) for violation of the federal or any state constitution;

(e) for attorney fees and costs.

6. **Waiver of Civil Code Section 1542.** The parties, and each of them, represent that they are not aware of any claim by any of them against any other party other than the claims that are released by this Agreement. Each party waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction. This section provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Each party understands and acknowledges that even if he/she/it should eventually suffer additional damages arising out of the matters released herein, he/she/it will not be able to make any claims for those damages.

7. **No Admissions.** The parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the parties hereto, or any of them, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission by any party of any fault or liability whatsoever to any other party or to any third party.

8. **Non-Disparagement/Non-Disclosure/Non-Interference**

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(a) Each party agrees not to disparage, directly or indirectly, any other party in his/her/its personal or business reputation in any manner, whether oral or written, including, without limitation, on the internet, on posters, or by marching or public speaking, or by referring to any deposition transcript or exhibit to any deposition taken in the Action or by referring to any pleading, motion papers or other filings in the Action, or by referencing information regarding individual DEFENDANTS which was published, directly or indirectly, by PLAINTIFF and/or WILSON on the internet prior to the Effective Date, and agrees not to provide or disseminate, or encourage or assist in the provision or dissemination of disparaging material or information about any other party.

(b) Subsection (a) above shall no longer apply to PLAINTIFF with respect to the SCHOOL after ten years from the Effective Date hereof.

(c) Each party further agrees that he/she/it shall not interfere with the prospective business advantage or personal and business opportunities of any other party including, without limitation, speaking, teaching and publication opportunities, nor shall he/she/it threaten or disparage any third party for doing business or engaging in a professional relationship with any party.

(d) PLAINTIFF and WILSON agree that he/she will not comment in any fashion in any forum, orally or in writing, concerning the professional qualifications, lectures, teachings, writings, or publications of any individual DEFENDANT.

9. Confidentiality. The parties agree to maintain the fact of this Agreement and its terms as well as henceforth the fact and the content of PLAINTIFF's and DEFENDANTS' claims, the matters in the Action, the discovery in the Action, including all exhibits to all depositions, and all matters relating to any party's personal and/or professional history (the "Confidential Matters"), as confidential. They agree further:

(a) they will initiate no publicity concerning the Confidential Matters to any person or entity, including, without limitation, the media, the parties' religious communities, or otherwise;

(b) except as provided in paragraph 10 below, they will respond to any inquiry about any Confidential Matter by stating nothing more than that "the lawsuit was resolved" or "no comment", or by providing the following statement, and nothing more:

*"While pursuing a degree at Western Seminary, I [Chapel] was accused of behavior which I [he] believed to be either untrue or inaccurate. In my [his] view, the Seminary took disciplinary action without sufficient investigation and I [he] filed suit and pursued litigation. This litigation was settled and I [Chapel] was returned to the Seminary."*

8(d) Does Chapel's  
statement about K...  
to K...  
Plaintiff?  
with K...  
K...  
K...

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(c) they will not henceforth disclose the Confidential Matters to anyone other than the individual parties' spouses, the parties' attorneys, psychologists, or health care providers, the SCHOOL's Board of Trustees and/or other corporate officers or managers as required by the SCHOOL's own rules and governing policies, and, as to the payments provided for herein, such accountants and bookkeepers as may be necessary to report and account properly for the payments, or as required by law or court process or as necessary to enforce the terms of the Agreement, but then only with respect to the terms of this Agreement;

(d) In making any permitted disclosure of Confidential Matters, the disclosing party(ies) shall first obtain the written agreement from the person to whom the disclosure is made to maintain the confidentiality of the disclosure as required by this Agreement.

(e) This paragraph 9 shall no longer apply to PLAINTIFF and DEFENDANTS after ten (10) years from the Effective Date hereof in the circumstance in which PLAINTIFF or a DEFENDANT wishes in an academic setting to reference matters relating to the Action, so long as such use (i) does not identify any individual DEFENDANT by name (ii) does not refer in any manner, directly or indirectly, to the personal and/or professional histories of the individual DEFENDANTS or other individuals associated with the SCHOOL, (iii) does not violate paragraph 8 (a), or (iv) does not disclose the terms of this Agreement.

(f) PLAINTIFF and WILSON agree on or before the Effective Date to shut down and conclude all operations of all websites owned, operated, or maintained by him or her, which are in violation of, or would violate paragraph 8(a); and to remove from any and all websites, to which either of them has supplied content, all content currently existing on such website(s) and not to hereafter, directly or indirectly, assist in having such content, or similar content, appear on an internet website, which is in violation of, or would violate paragraph 8(a). PLAINTIFF and WILSON agree that he/she will take no action after the Effective Date to make the content of such websites accessible, by accessing the websites or otherwise.

(g) WILSON agrees to delete permanently and destroy all material, in whatever form, containing Confidential Matters or relating to other matters referenced in this paragraph 9 or in paragraph 8. PLAINTIFF agrees to segregate all such material and take all reasonable precautions to maintain its confidentiality and prevent its access by others.

(h) PLAINTIFF and WILSON agree that DEFENDANTS may take whatever action they deem appropriate to seek court order(s) to seal the court's files on the Action and PLAINTIFF and WILSON will take no steps to oppose or publicize DEFENDANTS' efforts to seek such sealing.

#### 10. Additional Disclosures.

(a) Notwithstanding any other provision of this Agreement, if called upon to do so, and if necessary under the circumstances, PLAINTIFF may provide to prospective employers and/or educational institutions that have a legitimate need for the information, in addition to the statement in paragraph 9(b) above, Exhibit C and/or Exhibit D.

(b) Notwithstanding any other provision of the Agreement, if called upon to do so, and if necessary under the circumstances, DEFENDANTS may provide to any person or institution that has a legitimate need for the information, in addition to the statement in paragraph 9(b) above, the statement attached hereto as Exhibit E.

#### 11. Disputes.

(a) **Arbitration.** The parties agree to submit the following disputes to the American Arbitration Association or Judicial Arbitration and Mediation Service ("JAMS") for binding arbitration pursuant to such entity's applicable arbitration rules, as then existing.

In agreeing to refer such matter(s) to binding arbitration, the parties, and each of them, acknowledge and understand that his/her/its rights as a party to a binding arbitration will differ substantially from the rights that would exist in connection with court-based litigation regarding the same matters and that he/she/it will **THEREBY SURRENDER ANY RIGHT TO HAVE HIS/HER/ITS DISPUTE RESOLVED BY JURY TRIAL.**

The disputes that shall be subject to binding arbitration are as follows:

- (i) any dispute concerning PLAINTIFF's education, continuance in the SCHOOL's degree programs, or issuance of a degree to PLAINTIFF; and
- (ii) any dispute relating to the validity, enforcement or breach of this Agreement in which the party seeking damages or other affirmative relief agrees that the calculation of the amount of damages available to him/her/it shall be governed by the liquidated damages provision below.

(b) **Liquidated Damages.** Each party agrees that a breach of paragraphs 8, 9, and/or 10 above by PLAINTIFF and/or WILSON may be a material breach of the Agreement and that given the nature of the obligations imposed by those paragraphs on PLAINTIFF and WILSON, it would be impracticable or extremely difficult to fix the actual damages DEFENDANTS, or any of them, would incur by reason of any such breach. Accordingly, the parties agree that it is reasonable under the circumstances existing at the time this Agreement is entered into for the parties to agree that in the event of any such breach by PLAINTIFF or WILSON, each injured DEFENDANT's damages shall be fixed in the sum of Ten Thousand Dollars (\$10,000) for each and every such breach by PLAINTIFF and each and every breach by WILSON. With respect to conduct which results in a disclosure to the press or media or on the internet in breach of one or more of the obligations imposed on PLAINTIFF and/or WILSON by paragraphs 8, 9 and/or 10, resulting in a publication in breach of one or more of the obligations of paragraphs 8, 9 and/or 10, the amount of any breaching party's individual liability to each injured DEFENDANT shall be calculated by multiplying Ten Thousand Dollars (\$10,000.00) by



the number of people who learn of such matter through the publication, not to exceed \$100,000.00 for each such publication, which each party agrees is a reasonable amount given the circumstances existing at the time this Agreement is entered into.

**12. Tax Consequences.** DEFENDANTS make no representations or warranties with respect to the tax consequences of the consideration provided to PLAINTIFF under the terms of this Agreement. PLAINTIFF agrees and understands that he is responsible for payment, if any, of state and/or federal taxes on the consideration provided hereunder and any penalties or assessments thereon. PLAINTIFF further agrees to indemnify, defend and hold DEFENDANTS harmless from any claims, demands, deficiencies, penalties, assessments, executions, judgments, or failure to pay federal or state taxes or damages sustained by DEFENDANTS by reason of any such claims, including DEFENDANTS' reasonable attorneys' fees.

**13. Costs.** The parties shall each bear their own costs, attorneys' fees and other fees incurred in connection with this Agreement and in connection with the Action.

**14. Administrative Claims.** PLAINTIFF and WILSON agree that he/she will not file, pursue or continue to pursue any administrative claim or complaint concerning either the SCHOOL or its past or present employees, including, without limitation, Gary Tuck, Lynn Ruark, Steve Korch, Bert Downs and Matt Tuck, with any governmental entity or accrediting institution, and that he/she will withdraw and dismiss any such claim or complaint which is pending. ✓

**15. No Cooperation.** Each party agrees that he/she/it will not counsel or assist any attorneys or their clients, or any other persons or entities in the presentation or prosecution of any dispute, differences, grievances, claims, charges, or complaints against a party to this Agreement, based on matters arising before execution of this Agreement, except where under a subpoena or court order to do so.

**16. No Prior Assignment; Indemnity.** Each party represents and warrants that he/she/it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claim or other matter herein released. In the event that a party shall have assigned or transferred, or purported to assign or transfer, any claim or matter herein released, he/she/it shall indemnify each other party and hold him/her/it/them harmless from and against any loss, cost, claim or expense, including but not limited to all costs related to the defense of any action including reasonable attorneys' fees based upon violation of this paragraph.

**17. Authority.** Each DEFENDANT represents and warrants that he/it has the authority to act on his/its behalf and to bind himself/itself, and all who may claim through him/it to the terms of this Agreement. PLAINTIFF and WILSON each represent and warrant that he/she has the capacity to act on his/her own behalf and on behalf of all who might claim through him/her to bind himself/herself/them to the terms and conditions of this Agreement.

**18. Entire Agreement.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it, and to which it refers, and supersedes any

and all prior and/or contemporaneous oral or written negotiations, agreements, representations, and understandings. The parties, and each of them, understand that this Agreement is made without reliance upon any inducement, statement, promise, or representation other than those contained within this Agreement.

19. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California.

This Agreement shall be deemed to have been entered into in the County of Santa Clara, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, such action shall be brought in the State of California.

20. **Severability.** If any provisions of this Agreement or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

21. **No Representations.** Each party acknowledges that he/she/it has had the opportunity to consult with an attorney regarding this Agreement, and has carefully read and understands the scope and effect of the provisions of this Agreement. No party has relied upon any representations or statements made by any other party hereto, or counsel, or the mediator, that are not specifically set forth in this Agreement.

22. **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with the full intent of releasing all claims. The parties acknowledge that:

(a) They have had a reasonable time within which to consider whether to sign this Agreement;

(b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

(c) They have read and understand the terms and consequences of this Agreement and of the releases it contains;

(d) They are fully aware of the legal and binding effect of this Agreement.

24. **Counterparts.** This Agreement may be executed in any number of counterparts or duplicate originals, including by facsimile signature, each of which is an original for all purposes.

# Academic Policies

ADMISSION,  
EXPENSE &  
ACADEMIC POLICIES

Each student is responsible for knowing and understanding current academic policies and procedures. Ignorance of a policy which appears in published student documents, particularly the catalog or program handbooks, is not a valid reason for granting an exception to any policy.

The Seminary Catalog is the primary document of academic policies. Further information is provided by the Student Handbook, published annually and distributed to all incoming students during New Student Orientation. Current and detailed information concerning policies specific to M.A.C., T.M., D.Mtn., and D.Miss. degree programs is available from the respective handbooks.

Occasionally, changes are made in the general regulations and academic policies. A curriculum or graduation requirement, when altered, generally is not made retroactive to currently admitted students unless the change is to the student's advantage and can be accommodated within the span of years normally required for graduation.

## TRANSFER CREDIT AND RESIDENCE REQUIREMENTS

Students enrolled at Western Seminary who desire to take courses at other institutions applicable to their degree programs must have the approval of the Registrar and their program advisor prior to enrolling for such courses.

Students who have completed relevant studies prior to matriculation at Western Seminary may request consideration for the transfer of credit. Western Seminary normally accepts appropriate transfer credit from graduate institutions accredited by the Association of Theological Schools or regional accrediting associations. No transfer credit will be granted for non-degree status students. Incoming students should submit requests for transfer credit evaluations in writing prior to or during the first semester of enrollment. For credit to be granted, the previous work must approximately parallel course content (80% or higher equivalence), as described in Western's catalog, judged by comparison of typical course syllabi. The previous course must be validated by an official transcript with indication of a grade of "B" (3.0) or higher. The course work must have been completed within five years of the application for transfer credit. If the prior studies were contained within a master's degree, not more than 50% of the prior credits may be accepted in transfer towards the Western Seminary degree.

Where students can show warrant, exceptions to these policies may be granted. It is the Seminary's responsibility to determine credit allowed. Courses approved for transfer credit are not entered on the Western transcript and are not considered in the grade point average computation for the purposes of determining continued enrollment and graduation.

Students enrolled in Master of Divinity, Master of Arts, and Graduate Studies Diploma programs are required to complete at least 50 percent of the credits for graduation through Western Seminary. At least the final 30 hours of a master's degree program must be completed in residence at the designated degree-granting campus (Portland, San Jose, Sacramento). Students enrolled

in the Master of Theology, Doctor of Ministry, and Doctor of Missiology programs should consult appropriate sections of their program handbooks. Questions regarding the transfer of credit or residency requirements should be addressed to the Registrar.

Students enrolled in degree programs within the State of California are limited to a maximum of six hours of transfer credit.

## ADVANCED STANDING AND ADVANCED SUBSTITUTES

Qualified M.Div., M.A., and Graduate Studies Diploma students coming from accredited Bible colleges or Christian liberal arts colleges may request exemption from certain required courses. Requests must be made in writing to the Registrar's Office prior to or during the first semester of enrollment. Exemption will be based on one of the following conditions:

**ADVANCED STANDING.** When undergraduate studies clearly parallel certain required courses in the master's level curriculum, the student may request advanced standing toward the master's degree (i.e., actual program reduction of credit hours). Advanced standing is validated by the Registrar following competency exams administered by appropriate Western Seminary faculty under the direction of divisional chairs. The total amount of advanced standing granted to any student will be no more than 1/6th of the master's degree being sought (e.g., M.Div. = 15; M.A. = 10). A minimum of 5/6th of M.Div. and M.A. credit hours must be completed through instruction at the graduate seminary level. Advanced standing is granted for a specific required course in a degree program. Enrolling in that course will nullify the advanced standing action. Students taking a course for credit or enrichment may not take an advanced standing exam for that course. If they wish to receive credit for the course, they must retake the course for credit and pay full credit tuition.

**ADVANCED SUBSTITUTES.** The substitution of advanced divisional courses for required courses (no actual reduction in hours) may be granted in two ways: (1) transcribed courses from undergraduate studies that are equivalent to the appropriate Western Seminary courses; or (2) competency exams related to required Western Seminary courses. With respect to a transcribed course, advanced divisional course substitution will be granted if the undergraduate course(s) was at least 80 percent equivalent of the Western Seminary course, the student earned at least a grade of "B" in the specific course(s) under consideration, and the student has entered Western Seminary within five years of the time he or she completed the undergraduate course. The Registrar, in consultation with the division chair and/or the instructor who regularly teaches the course, will make this determination. Syllabi, textbooks, assignments, etc. may be required to determine the 80 percent equivalence.

Questions regarding advanced standing and advanced substitutes should be addressed to the Registrar.

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Exhibit B

## WESTERN SEMINARY

Unofficial Course History Report (Advising Only)

Current Program: M.Div. General Ministry  
Current Advisor: SAWYER, M. JAMES

Record of: Randy Scott Chapel  
Student ID: 250100  
Birthdate: 5/10/1966  
Perseus/edX educational/transfer hours  
Wright College  
Central College

05/08 BS  
00/66 AA

Date Rec'd	3/8/2008	260100									
Course ID	Title	IG	GR	Hrs	Pts	GPA	Course ID	Title	IG	GR	Hrs
<b>Fall 1999 Semester (1999)</b>											
CDSS01A	Spiritual Life	SU	S	2	0		CDSS05S	Nurturing the Family	GR	A	2
CDSS02S	Personal Ministry Eval	SU	S	2	0		CHS501S	Advancing Church	GR	A	4
DBSS06S	Interpreting Scripture	GR	B	4	12		DMS614S	Evangelism & Ministry	GR	A	2
OTS611S	Foundational Hebrew Pt 1	GR	B+	2	6.6		OTS617S	Exegesis of Genesis	AU	AU	2
Cum of Semester Hrs: 10 Cum GPA 3.10						Term Totals: 10	THS501B	Theology I	GR	A	4
						Term Totals: 10	Cum GPA 3.09				
<b>Winter 2000 Semester (2000)</b>											
BLSS04S	OT Studies I	GR	A	3	12		Winter 2001 Semester (2001)				
CDSS04S	Group Experience	SU	S	1	0		BLSS06S	NT Studies I	GR	A	3
DHS501S	Creating Understanding	GR	A	2	8		CHS503S	Modern Church	GR	A	2
DMS505A	Leadership/Administration	GR	B	2	6.4		THS502S	Theology II	GR	A	4
OTS511S	Foundational Hebrew Pt 2	GR	A	2	8		Cum of Semester Hrs: 01 Cum GPA 3.72				
PTSS30A	Ministry Practicum I	SU	S	2	0		Spring 2001 Semester (2001)				
PTSS51S	Counseling in Ministry	GR	A	2	8		BLSS07S	NT Studies II	GR	A	3
Cum of Semester Hrs: 24 Cum GPA 3.63						Term Totals: 14	OTS52S	Biblical Aramaic	AU	AU	2
						Term Totals: 14	PTSS31S	Ministry Internship	SU	S	2
						Term Totals: 14	PTSS02KS	Marriage Conf., Pastor, Min	GR	A	2
						Term Totals: 14	THS503S	Theology III	GR	A	4
						Term Totals: 14	Cum of Semester Hrs: 72 Cum GPA 3.74				
<b>Spring 2001 Semester (2001)</b>											
BLSS08S	OT Studies II	GR	A	3	12		Summer 2001 Semester (2001)				
CDSS50S	Life Management	SU	S	1	0		RES600	Grad Research & Writing	SU	S	1
DHS501S	Culture Mapping	GR	A	2	8		THS640	Theology of Pentateuch	GR	A	2
DMS58S	Worship in Ministry	GR	A	2	8		Cum of Semester Hrs: 75 Cum GPA 3.75				
OTS510S	Theology of Ministry	GR	B+	2	6.6		Term Totals: 3				
DMS59S	Creative Bible Teaching	GR	A	2	8		Term Totals: 3				
OTS56S	Hebrew Exegesis	GR	A	2	8		Term Totals: 3				
PTSS58S	Ministry Practicum II	SU	S	2	0		Term Totals: 3				
Cum of Semester Hrs: 40 Cum GPA 3.68						Term Totals: 16	Term Totals: 3				

Date Issued: 2/8/2006 260100

Course ID Title

Fall 2001 Semester (0121)

NTS511S Foundational Greek &amp; Lab

OTS518S Exegesis, Legal Lit.

Cum of Semester Hrs: 81 Cum GPA 3.75

Winter 2002 Semester (0123)

PTS610S Expository Sermons

Cum of Semester Hrs: 81 Cum GPA 3.84

Spring 2002 Semester (0123)

CHS881W Christianity &amp; Thought II

OTS661K Text Crit. History of OT

THS887 ThM Integrative Seminar

Cum of Semester Hrs: 81 Cum GPA 3.38

IQ GR Hrs Pls GPA Title

GR A 4 10

GR B+ 2 0.0

Term Totals: 6 22.6 3.77

GR A 2 0

Term Totals: 0 0 0.00

GR A 2 0

GR B+ 2 0

GR C 2 0

Term Totals: 0 0 0.00

Level 500 Totals: 78 247 3.63

Level 600 Totals: 3 6 1.00

Transcript Totals: 81 265 3.36

Total Hours: 81

Dismissed for non-academic reasons effective August 15, 2002

REMOVE CONFIDENTIALITY

TOTAL P.03

2/14/06



EXHIBIT C

Western Seminary does not contend that Randy Chapel hacked into, infiltrated, damaged, or harmed its computer system.

Dated: March 14, 2006

WESTERN SEMINARY

By: Bert Downs  
BERT DOWNS  
President

11/12  
3/14/06

EXHIBIT D

Western Seminary does not contend that Randy Chapel engaged in non-consensual sex or that Randy Chapel did not seek appropriate pastoral counseling.

Dated: March 14, 2006

WESTERN SEMINARY

By Bert C. Downs  
BERT DOWNS  
President

1/15/06  
3/14/06

EXHIBIT E

Western Seminary was involved in litigation with Randy Chapel, which litigation was settled. Mr. Chapel and Carol Nye Wilson agreed that they will not interfere with Dean Korch's public speaking or other professional engagements and will not interfere with or comment upon the fact that any institution is seeking to or has engaged Dean Korch for such purposes.

1/16/12  
3/14/12

DATED: March 14, 2006

Randy Chapel  
Plaintiff RANDY CHAPEL

DATED:

CAROL NYE WILSON

DATED:

Defendant WESTERN SEMINARY, an Oregon non-profit corporation

March 14, 2006

By: Burt E. Dorman  
Its: PRESIDENT

DATED: March 14, 2006

Lynn Ruark  
Defendant LYNN RUARK

DATED: March 14, 2006

Gary Tuck  
Defendant GARY TUCK

DATED:

March 14, 2006

Steve Korchi  
Defendant STEVE KORCHI

MR-14-2006 10:13

MAKING EXPOSURE

402907665 5.10.16

DATED: March 14, 2006

Randy Chapel  
Plaintiff RANDY CHAPEL

DATED: March 14, 2006

Carol Nye Wilson  
CAROL NYE WILSON

DATED:

Defendant WESTERN SEMINARY, an Oregon non-profit corporation

March 14, 2006

By: Brit C. Brown  
his: PRESIDENT

DATED: March 14, 2006

Lynn Ruark  
Defendant LYNN RUARK

DATED: March 14, 2006

Gary Tuck  
Defendant GARY TUCK

DATED:

Steve Korch

Steve Korch  
Defendant STEVE KORCH

Wol  
4/14/06



# Exhibit B

--- On Wed, 3/21/12, ED FOIA Manager <EDFOIAManager@ed.gov> wrote:

From: ED FOIA Manager <EDFOIAManager@ed.gov>  
Subject: FOIA Request Acknowledgement 12-01028-F  
To: "carol nyewilson" <carolnyewilson@yahoo.com>  
Date: Wednesday, March 21, 2012, 3:51 AM



UNITED STATES DEPARTMENT OF EDUCATION

## FOIA REQUEST ACKNOWLEDGEMENT

FOIA Tracking Number: 12-01028-F

Name of Requester: Carol Nye-Wilson

E-mail Address: [carolnyewilson@yahoo.com](mailto:carolnyewilson@yahoo.com)

Date of Request: 03/15/2012

**Date Request Received: 03/16/2012**

Your request (below) has been forwarded to the appropriate office within the Department to search for responsive documents. If you have any questions regarding the status of your request, please contact the FOIA Requester Service Center at (202) 401-8365 or by e-mail at [EDFOIAManager@ed.gov](mailto:EDFOIAManager@ed.gov) (please include the case tracking number).

Thank you.

03/15/2012 11:01 TEL 808 968 1371

Dale Wilson

001

FAX: 202-401-0920  
 TO: EDOIA REQUEST

MAR 16 2012

FR: Carol Nye-Wilson, Dale Wilson  
 P.O. Box 711419  
 Mt. View, HI 96771  
 Tel: 808-968-7423  
 Fax: 808-968-1371  
 carolnyewilson@yahoo.com, docdale6@gmail.com

Randy Chapel  
 PO Box 1050  
 Boulder Creek, CA 95006  
 randychapellegal@gmail.com

DATE: March 15, 2012

Via fax, postal and email  
 U.S. Department of Education  
 Office of Management  
 Regulatory Information Management Services  
 400 Maryland Avenue, SW, LB12W220  
 Washington, DC 20202-4536  
 ATTN: FOIA Public Liaison  
 Email: EDOIAManager@ed.gov  
 Fax: (202) 401-0920

OPE

12-01028-F

RE: FOIA REQUEST

Dear FOIA Officer:

Pursuant to the Federal Freedom of Information Act, 5 U.S.C. § 552, we request access to and copies of records outlined below. We are aware that the Department of Education allows requests to be submitted other than by regular mail.

We define WRITINGS per California Evidence Code Section 250 to mean any "handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored."

We define ATS (Association of Theological Schools) to mean the accreditation agency itself, any board member, administrator or attorney (an employee of K&L Gates OR Tom Johnson) or agent of or representing the accreditation agency.

I define NWCCU (Northwest Commission on Colleges and Universities) to mean the accreditation agency itself, any board member, administrator or attorney (an employee of Bennett Bigelow & Lendon OR Michael Madden) or agent of or representing the accreditation agency.

1. Please provide me a copy of the current document "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or its equivalent WRITINGS in use within the Office of Postsecondary Education, Accreditation and State Liaison.
2. Please provide me a copy of the February 2010 document "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or its equivalent WRITINGS.
3. Please provide me a copy of the first in use revision of the document "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or its equivalent WRITINGS in use within the Office of Postsecondary Education, Accreditation and State Liaison. (This version may be an in use working copy or draft, which was in use prior to February 2010, should one exist. If a copy of the document "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or its equivalent did not exist prior to February 2010 as an in use working copy or draft, then that shall be deemed acceptable by the requesters. Requesters will use and note the "February 2010" as the first authoritative version, subsequently).

03/15/2012 11:02 TEL 608 968 1371

Dale Wilson

002

4. Please provide the URL on ed.gov or any other WRITINGS, which indicated that ATS was notified of the "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or it's equivalent by the U.S. Department of Education.
5. Please provide the URL on ed.gov or any other WRITINGS, which indicated that NWCCU was notified of the "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or it's equivalent by the U.S. Department of Education.

[for #4 and #5, requestors recognize <http://www2.ed.gov/admsn/finaid/bccred/index.html>, but do not see the requested records published.]

The likely people who have copies of the records sought or can access/retrieve the records sought with little difficulty are Chuck Mula or Kay Güeber or Carol Griffiths.

Indexing (date numbering) of the records would be helpful for this request.

We agree to pay reasonable duplication fees for the processing of this request in an amount not to exceed \$50. However, please notify us prior to your incurring any expenses in excess of that amount.

If our request is denied in whole or part, we ask that you justify all denials by reference to specific exemptions of the act. We also request you to release all segregated portions of otherwise exempt material. We reserve the right to appeal your decision to withhold any information or to deny a waiver of fees.

We look forward to your reply within 20 business days, as the statute requires. Email with attachments is fine with us if you wish to provide responses via internet (carolnyewilson@yahoo.com, docdale6@gmail.com, randychapellegal@gmail.com)

Thank you for your assistance.

Sincerely,

/s/

Carol Nye-Wilson, Dale Wilson, Randy Chapel

20120315\_FOIARequest.doc

# Exhibit C



--- On Wed, 3/21/12, ED FOIA Manager <EDFOIAManager@ed.gov> wrote:

From: ED FOIA Manager <EDFOIAManager@ed.gov>  
Subject: RE: 3/18/12 FOIA REQUEST FOR RECORDS  
To: "carol nyewilson" <carolnyewilson@yahoo.com>  
Date: Wednesday, March 21, 2012, 5:54 AM



UNITED STATES DEPARTMENT OF EDUCATION

## FOIA REQUEST ACKNOWLEDGEMENT

FOIA Tracking Number: 12-01033-F

Name of Requester: Carol Nye-Wilson

E-mail Address: [carolnyewilson@yahoo.com](mailto:carolnyewilson@yahoo.com)

Date of Request: 03/18/2012

**Date Request Received: 03/19/2012**

Your request (below) has been forwarded to the appropriate office within the Department to search for responsive documents. If you have any questions regarding the status of your request, please contact the FOIA Requester Service Center at (202) 401-8365 or by e-mail at [EDFOIAManager@ed.gov](mailto:EDFOIAManager@ed.gov) (please include the case tracking number).

Thank you.

From: carol nyewilson [mailto:[carolnyewilson@yahoo.com](mailto:carolnyewilson@yahoo.com)]  
Sent: Sunday, March 18, 2012 11:51 PM  
To: ED FOIA Manager  
Subject: 3/18/12 FOIA REQUEST FOR RECORDS

Carol Nye-Wilson, Dale Wilson  
P.O. Box 711419  
Mt. View, HI 96771  
Tel: 808-968-7423  
Fax: 808-968-1371

[carolnye@hawaii.edu](mailto:carolnye@hawaii.edu), [dalewilson@hawaii.edu](mailto:dalewilson@hawaii.edu)

Randy Chapel  
PO Box 1050  
Boulder Creek, CA 95006  
[randy@baylorhawaii.com](mailto:randy@baylorhawaii.com)

March 18, 2012

Via fax, postal and email

U.S. Department of Education  
Office of Management  
Regulatory Information Management Services  
400 Maryland Avenue, SW, LBJ 2W220  
Washington, DC 20202-4536

ATTN: FOIA Public Liaison  
Email: [foia@ed.gov](mailto:foia@ed.gov)  
Fax: (202) 401-0920  
RE: FOIA REQUEST

Dear FOIA Officer:

Pursuant to the Federal Freedom of Information Act, 5 U.S.C. § 552, we request access to and copies of records outlined below. We are aware that the Department of Education allows requests to be submitted other than by regular mail.

We define WRITINGS per California Evidence Code Section 250 to mean any "handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored."

We define ABA (American Bar Association) to mean the accreditation agency itself, any board member, administrator or attorney or agent of or representing the accreditation agency.

1. Please provide us a copy of the current document "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or its equivalent WRITINGS in use within the Office of Postsecondary Education, Accreditation and State Liaison.

2. Please provide us a copy of the 2000 version of the document "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or its equivalent WRITINGS.

3. Please provide us a copy of the 2005 version of the document "GUIDE TO THE ACCREDITING AGENCY RECOGNITION PROCESS" or its equivalent WRITINGS.

4. Please provide all records submitted to the National Advisory Committee on Institutional Quality and Integrity in the Fall of 2006 by the Education Department's staff concerning the ABA. (<http://www.insidehighered.com/news/2006/12/05/aba>) "The National Advisory Committee on Institutional Quality and Integrity, which advises the education secretary on accreditation, found the ABA's Council of the Section of Legal Education and Admissions to the Bar to be systematically guilty of a pattern of ambiguity and inconsistency, as recommended in a report prepared by the education department's staff".

5. Please provide all records from the National Advisory Committee on Institutional Quality and Integrity concerning the ABA in the fall of 2006 ("the advisory committee overruled the staff finding that the ABA council had overstepped its authority in introducing a newly revised and broadly written 'equal opportunity and diversity standard' (Standard 212, Diversity, known as 212) requiring law schools to 'demonstrate by concrete action' their commitment to a diverse student body.")

6. Please provide all records, purportedly made by Bill James of the U.S. Department of Education expressing the Department's concerns in the fall of 2006 on the ABA ("equal opportunity and diversity standard"). [The Education Department's staff took a similar view, arguing that the standard "would be unevenly applied and might even require [institutions] to violate state law," as the department representative, Bill James, said in presenting the staff's findings at Monday's hearing. In fact, the department's biggest beef was the potential inconsistent application of the diversity standard, facilitated by the standard's broad language and a lack of effective controls. What one side called "flexible" the other called "ambiguous," and James said the unclear expectations would be likely to lead to unpublished interpretations of what compliance with the diversity standard would mean.]

7. Please provide us the Fall 2006 report that covered issues with ABA, which caused ABA to ensure that it publishes its accreditation standards, including any previously unpublished 'common law' standards. ["They have secret standards that they have used for years that they have never published," said John Nussbaumer, associate dean for Thomas Cooley Law School in Michigan"] The likely people who have copies of the records sought or can access retrieve the records sought with little difficulty are within the AAFB. Indexing (date numbering) of the records would be helpful for this request.

We agree to pay reasonable duplication fees for the processing of this request in an amount not to exceed \$50. However, please notify us prior to your incurring any expenses in excess of that amount.

If our request is denied in whole or part, we ask that you justify all deletions by reference to specific exemptions of the act. We also request you to release all segregated portions of otherwise exempt material. We reserve the right to appeal your decision to withhold any information or to deny a waiver of fees.

We look forward to your reply within 20 business days, as the statute requires. Email with attachments is fine with us if you wish to provide responses via internet. ([carolnye@hawaii.edu](mailto:carolnye@hawaii.edu), [dalewilson@hawaii.edu](mailto:dalewilson@hawaii.edu), [randy@baylorhawaii.com](mailto:randy@baylorhawaii.com))

Thank you for your assistance.

Sincerely,

Carol Nye-Wilson, Dale Wilson, Randy Chapel  
20120318\_FOIARequest.doc (attached as pdf)